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Typed on 27 October 1950

OGC Has Reviewed

AGREEMENT

Typed for [REDACTED] (copy)

between

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THE UNITED STATES OF AMERICA

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and

[REDACTED]

MEMORANDUM OF AGREEMENT made and entered into this _____ day of October, 1950, between the UNITED STATES OF AMERICA (hereinafter referred to as "the Government"), represented by the Contracting Officer executing this Agreement and [REDACTED] (hereinafter referred to as the "Associates").

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WHEREAS, The Government desires that the Associates prepare a study in connection with a Government research project; and

WHEREAS, The Associates are willing to prepare and sell to the Government such study on the basis hereinafter specified;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE I. Performance. The Associates shall, with the utmost dispatch, prepare and furnish to the Government a complete study in connection with a Government research project. The subject and nature of this study shall be outlined to the Associates by a designated Project Officer in a separate directive which is incorporated herein by reference and is made a part hereof in the same manner as if fully set forth. The Associates shall report the progress of said study from time to time as requested by the Project Officer.

ARTICLE II. Delivery. The Associates shall deliver said study to the Government in accordance with the instructions of the Project Officer on or before 1 March 1951. The Government stresses the fact that time is of the essence in this Agreement.

ARTICLE III. Payment. The Government shall make payment to the Associates upon the submission of appropriate vouchers supplied by the Government and approved by the Contracting Officer for said study in the amount of \$8,500.00. A partial or advance payment may be made to the Associates upon their application for work performed hereunder in amounts approved by the Contracting Officer or his authorized representative. It is understood and agreed that final payment hereunder shall not be made unless and until the Associates have delivered a complete study to the Government which is approved and accepted by the Contracting Officer or the Project Officer. It is acknowledged that the Government shall have the right to require that the final study shall be in such form and detail as it shall prescribe. The Associates agree that the sum specified in this paragraph for the purchase of said study includes any and all expenses for professional services, travel, supplies or equipment incurred by the Associates. In this connection the Government agrees to make available to the Associates the files and reference material, and the clerical and advisory services of such employees as shall be deemed necessary by the Government for the furtherance of said study, at no expense to the Associates.

ARTICLE IV. Supplementary Documents. All drafts, notes, drawings, surveys, bibliographies, and other technical data or documents prepared by the Associates in connection with their undertaking, shall at all times be the property of the Government and shall be available for inspection by, and shall be delivered to, the Government whenever requested by the Project Officer. Access to such data shall be restricted to duly authorized representatives of the Government and to such of your collaborators as are acceptable to the Government.

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ARTICLE V. Security. All information related to this study, or contained in the directive and in this contract, is secret and shall be deemed to be information pertaining to the national defense under the Espionage Laws dated 25 June 1948, as amended, and other applicable laws and regulations. The Associates shall not divulge such information to any person or persons except as authorized by the Project Officer.

ARTICLE VI. Termination. The Government reserves the right to terminate or extend this Agreement if, for unforeseeable reasons such as the sickness or death of any of the Associates, or for pressing and conflicting requirements of the Government in other matters, the Associates are unable to conclude their undertaking at the time required by the Government. In the event of termination, an equitable adjustment will be made. If appropriate, the Government may extend the date of completion.

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ARTICLE VII. Authorization [REDACTED] By the execution of this Agreement, the Associates, jointly and severally, authorize [REDACTED] to receive from the Government the sum of \$8,500.00, being the price agreed to be paid the Associates by the Government for said study, and to give an effectual receipt and discharge for the same.

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ARTICLE VIII. Other Projects. Inasmuch as time is of the essence in this Agreement, the Associates will not undertake any other projects without the prior approval of the Project Officer.

ARTICLE IX. Employment by Associates. The employment of persons by the Associates, essential to the performance of this Agreement, shall be effected in accordance with the instructions or approval of the Project Officer prior to the date that such employment commences.

ARTICLE X. Copyright Provision. The Government shall be the proprietor of the study to be prepared and furnished by the Associates hereunder. If requested to do so by the Contracting Officer or Project Officer, the Associates shall copyright any such report in their own name at Government expense, provided, however, that the Associates will assign any such copyright to the Government for the public domain upon the written request of the Contracting Officer or Project Officer.

ARTICLE XI. Disputes. In the event disputes concerning questions of fact arise under this Agreement and cannot be disposed of by mutual agreement, they shall be referred to the Contracting Officer or his authorized representative whose decision or that of the authorized representative shall be conclusive and binding upon the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written, intending to be legally bound thereby.

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UNITED STATES OF AMERICA

:mmw

BY:

THE ASSOCIATES:

Authorized Contracting Officer

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